

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
THE CORPS OF ENGINEERS
NATURAL RESOURCES EDUCATION FOUNDATION**

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) is entered into by the U.S. Army Corps of Engineers (USACE) and the Corps of Engineers Natural Resources Education Foundation (Corps Foundation) (hereafter referred to collectively as “the Parties”). USACE and the Corps Foundation have worked together cooperatively for more than a decade to nurture partnerships and contributions for the USACE Natural Resources Management (NRM) program and wish to maintain and expand these efforts. In accordance with applicable laws, regulations, and Army policies, this MOU provides a framework for continued collaboration related to outreach and education, technical and financial assistance, support of cooperating associations and volunteers, and advocacy for the enhancement of the recreation and environmental stewardship programs at USACE Civil Works projects.

ARTICLE II - BACKGROUND

USACE is the steward of 12 million acres of land and water resources, receiving approximately 260 million visits annually, hosting 15% of visits to federal recreation areas on just 2% of federal land holdings. Its NRM mission is to deliver safe public access to USACE lands and waters in a manner that protects all project purposes and mission areas through responsible outdoor recreation, environmental conservation and land use management while partnering with communities to serve the American people.

Established in 2007, the Corps Foundation is a 501(c)(3) organization dedicated to engaging the public to support recreation, education, and stewardship at our nation's lakes, lands, and waterways, administered by USACE. The Corps Foundation was created to educate stakeholders about the USACE NRM program, support projects through donations and grants, facilitate partnerships with local organizations and cooperating associations, serve as a connection for partner groups, and advocate for the USACE NRM program.

This MOU establishes a framework for continuing partnership based on the following:

- 1) Shared desire for the management of water resources consistent with the need for sustainable land use, development, recreation, and conservation.
- 2) Shared appreciation of the value of working in partnerships, both public and private, and engaging communities and diverse stakeholders by identifying, understanding, and

implementing projects to improve wildlife habitat, ecosystem health, recreation opportunities and access at USACE projects.

3) Shared commitment to the welfare and safety of the public as it pertains to land and water-based recreation.

4) Shared desire to provide a broad range of recreation opportunities and connection to nature by exchanging information, technology, and products that support public engagement in the outdoors.

ARTICLE III - UNDERSTANDING OF THE PARTIES

USACE will strive to:

1) Notify its Division and District offices, laboratories, and field offices of the establishment of this MOU.

2) Make available to the Corps Foundation, to the extent legal and practicable, and as appropriate and required to accomplish the goals of this MOU, information on USACE NRM program priorities, needs, budgetary status, policies, and issues.

3) Provide copies to the Corps Foundation of all laws, regulations, policies and procedures applicable to the NRM partnership and volunteer programs.

4) Look for opportunities, as appropriate, for partnership initiatives with the Corps Foundation and accept donations of funds, materials and services under existing authorities.

5) Participate in monthly Corps Foundation board meetings and annual meetings to share updates.

6) Distribute Corps Foundation outreach materials and share opportunities for partnership projects and training with Division, District and field offices.

7) Provide appropriate on-site recognition of the Corps Foundation and its contributors for volunteer efforts and donation of funds, materials and services for conservation, restoration, and/or recreation management activities.

The Corps Foundation will strive to:

1) Support the USACE NRM program by conducting and encouraging educational, technical, training and other assistance.

2) Combine efforts with other recreation and environmental entities and stakeholders, independent of USACE and without USACE involvement, to amplify their message to elected officials, advocating for the NRM program by seeking additional funding, legislative authorities, and policy changes.

- 3) Support the NRM program by applying for grants at the national and local levels and leveraging public-private resources. Accept, collect and donate contributions of money, materials and services to USACE for the benefit of the NRM program.
- 4) Develop publications to raise funds in support of the NRM program.
- 5) Support the national Partnership Advisory Committee, Innovations Team and similar USACE sponsored team efforts when appropriate.
- 6) Conduct outreach through website and social media channels to share educational, safety messages, and general information about the USACE NRM program and its needs to promote safe and sustainable use of lands and waters managed by USACE.
- 7) Develop and update toolkits to assist USACE cooperating associations and serve as a connector/hub for partner organizations.
- 8) Donate contributions of materials to USACE for the benefit of the Excellence in Partnerships and Volunteer of the Year programs.
- 9) Hold annual meetings to review the previous year's activities and set goals for the upcoming year.
- 10) Upon request, present relevant information about the Corps Foundation at USACE meetings, trainings, and activities.

ARTICLE IV – NON-BINDING DOCUMENT

This MOU is a non-binding, unenforceable document. Nothing in this MOU shall be construed as obligating USACE or the Corps foundation to perform any activity contemplated herein or expend any funding in support of this MOU.

ARTICLE V – PERSONNEL

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

ARTICLE VI - GENERAL PROVISIONS

1) Funds and Manpower: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority.

This MOU neither authorizes, nor intends to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. §§ 1341, 1517.

2) Enforcement: Nothing in this MOU may be construed to obligate USACE or the United States to any current or future expenditure of resources. Each Party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner, consistent with any applicable laws, regulations, or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at law by any party against the United States, its agencies, its officers, or any person.

3) Endorsement: Nothing in this MOU may be interpreted to imply that the United States or its agencies endorse any of Corps Foundation products, services, or policies.

4) Exclusivity: This MOU in no way restricts USACE from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals. Nothing in this MOU shall be construed as affording the Corps Foundation any preferential treatment, exclusive rights, or privileges.

5) Trademarks and Promotion: USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. The Corps Foundation will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this MOU or to the agencies, or the name or title of any employee of the agency in connection with this MOU.

6) Modification of MOU: This MOU may be modified only by the written mutual agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date for progress in planning, implementing, and evaluating the success of projects related to desired undertakings described in this MOU.

7) Disputes: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

8) Termination: This MOU may be terminated in writing at will by either Party.

9) Transferability: This MOU is not transferable except with the written mutual consent of the Parties.

10) Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

11) Severability: Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

12) Effective Date: This MOU takes effect beginning on the day after the last Party signs and shall remain in effect for ten years from its effective date or until terminated by one of the Parties as permitted herein.

ARTICLE VII – KEY OFFICIALS

The following points of contact will be used by the Parties in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

For USACE:

Primary: Ms. Heather Burke, National Partnership Program Manager, HQUSACE. Ms. Burke may be contacted directly at 503-808-4313, or heather.d.burke@usace.army.mil

Secondary: Mr. Jeff Krause, Chief Natural Resource Management Branch, HQUSACE. Mr. Krause may be contacted directly at 202-761-1228, or jeff.krause@usace.army.mil


For the CORPS FOUNDATION:

Primary: Greg Miller, Chairperson, Corps Foundation. Mr. Miller may be contacted directly at 816-651-4895, or millerga50@gmail.com.

Secondary: Marilyn Jones, Treasurer, Corps Foundation. Ms. Jones may be reached directly at 570-244-7989, or jones_mk@yahoo.com.

ARTICLE IX – AUTHORIZING SIGNATURES

FOR USACE:

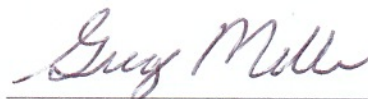
 Edward E. Belk, Jr PE
2023.06.21 12:09:07
-04'00'

Edward E. Belk, Jr. P.E.
Director of Civil Works
U.S. Army Corps of Engineers

21 June 2023

(Date)

FOR CORPS FOUNDATION:



Greg Miller
Chairperson
Corps Foundation

22 June 2023

(Date)